

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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JULIA RELLOU,

Plaintiff,

-against-

JP MORGAN CHASE LONG-TERM DISABILITY PLAN, DIRECTOR OF HUMAN RESOURCES, JP MORGAN CHASE & CO., as PLAN ADMINISTRATOR and FIDUCIARY and UNUM PROVIDENT, as FIDUCIARY,

Defendants.

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Defendants JPMorgan Chase Long-Term Disability Plan, Director of Human Resources and JPMorgan Chase & Co. (collectively, "JPMC Defendants"), by their attorneys, the JPMorgan Chase Legal and Compliance Department, Stacey L. Blecher, Assistant General Counsel, pursuant to Local Civil Rule 56.1(a) of the United States District Court for the Southern District of New York, submit that the following are material facts as to which no genuine issue exists and by virtue of which JPMC Defendants are entitled, as a matter of law, to summary judgment in its favor, denying all of Plaintiff's claims for relief, and dismissing the Second Amended Complaint in its entirety.<sup>1</sup>

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<sup>1</sup> All exhibits referred to in JPMC Defendants' motion are annexed either to the Affidavit of Stacey L. Blecher, sworn to on September 18, 2008 ("Blecher Aff.") or the Declaration of Patrick W. Begos in Support of First Unum's Summary Judgment Motion, dated September 18, 2008 ("Begos Dec.").

**JPMC Defendants adopt and incorporate co-Defendant First Unum's Motion for Summary Judgment and its moving papers in support thereof in their entirety. To the extent that JPMC Defendants have separate legal grounds in support of their respective motion, JPMC Defendants respectfully submit this 56.1 Statement and the accompanying Memorandum of Law.**

1. Plaintiff Julia Rellou ("Plaintiff") has been out on both short-term and long-term disability leave since August 13, 2002 and remains an inactive employee. Blecher Aff., ¶ 3.

2. By letter dated October 26, 2002, Plaintiff advised Deborah L. Silverman, Vice President, Corporate Benefits, that she would "complete [her long-term disability benefits] application based on the Plan document [she had] in [her] possession, with an effective date of January 1, 1997." Blecher Aff., ¶ 4, Ex. A.

3. By Stipulation dated June 5, 2008, counsel for Plaintiff and JPMC Defendants agreed that the Plan referred to in Plaintiff's October 26, 2002 letter to Ms. Silverman was the Summary Plan Description for the JPMorgan Chase Long-Term Disability ("LTD") Plan, as amended, effective January 1, 1997 (Bates-numbered JPMC 000396-412). Blecher Aff., ¶ 5, Ex.

B.

4. By letter dated December 23, 2002, Deborah L. Silverman, Vice President, Corporate Benefits, provided Plaintiff with, inter alia, the Unum Provident LTD policy. Blecher Aff., ¶ 7, Ex. D.

5. On May 3, 2003, Plaintiff signed a Disability Payment Options/Reimbursement Agreement. Blecher Aff., ¶ 9, Ex. F; Begos Dec., ¶¶ 20, 21.

6. On or about December 3, 2004, Plaintiff filed a lawsuit against J.P. Morgan Chase & Co. in the United States District Court for the Southern District of New York entitled, Julia

Rellou v. J.P. Morgan Chase & Co.,” 04 CIV 9484 (USDJ Thomas P. Griesa) (“Rellou I”). Blecher Aff., ¶ 10.

8. On or about June 20, 2006, JPMorgan Chase Bank, N.A. and Plaintiff agreed to amicably resolve Rellou I. Blecher Aff., ¶ 12.

9. In connection with the resolution of Rellou I, Plaintiff executed a General Release on or about August 29, 2006 (“Release”). Blecher Aff., ¶ 13, Ex. G.

10. In the Release, Plaintiff broadly released all claims she may have had as against JPMorgan Chase Bank, N.A., “its officers, agents, representatives and employees, and its parent corporation or corporations (including but not limited to JPMorgan Chase & Co.), any merged entity or any merged entities and its subsidiaries, divisions, affiliated entities and its and their present and former officers, directors, employees and the agents, successors, assigns, trustees, heirs, administrators, executors, representatives and principals thereof ( . . . referred to as ‘RELEASEES’).” Blecher Aff., ¶ 13, Ex. G, p. 1.

11. Plaintiff specifically did “not waive [her] rights or release Chase from payments of any and all benefits and or monies earned, accrued, vested or otherwise owing, if any, under the terms of CHASE’s . . . applicable LTD plan.” See id.

12. On or about February 22, 2007, Plaintiff filed her original Complaint in the above-captioned matter with the United States District Court for the Southern District of New York. Blecher Aff., ¶ 16; Begos Dec., Ex. F.

13. On or about March 29, 2007, Plaintiff filed her First Amended Complaint with the United States District Court for the Southern District of New York. Blecher Aff., ¶ 17.

14. On or about August 4, 2008, Plaintiff filed her Second Amended Complaint with the United States District Court for the Southern District of New York. Blecher Aff., ¶ 18; Begos Dec., Ex. A.

15. On or about August 12, 2008, JPMC Defendants filed their Answer to Plaintiff's Second Amended Complaint. Begos Dec., Ex. B.

Dated: New York, New York  
September 19, 2008

**JPMorgan Chase Legal & Compliance Department**

By:



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